

EXEMPTION OF RESPONSIBILITY AGREEMENT

EXEMPTION OF RESPONSIBILITY AGREEMENT FOR THE CIEL FERNEY TRAIL 2023

Due to my participation to the "CIEL Ferney Trail 2023" ("proposed activities"), I hereby acknowledge to commit to a contractual relationship with Ferney Trail Ltd and CIEL Limited (herein referred to as "the Organisers of such event").

I confirm to be in good physical and mental health to participate to the activities proposed by Ferney Trail Ltd and CIEL Limited and I commit to the following:

- (1) I took note of the recommendation made by the organisers regarding the need to undergo a health check with a Sports Physician or a Cardiologist, given the difficulty of the trail.
- (2) I am fully aware that, despite all necessary measures and precautions taken by Ferney Trail Ltd and CIEL Limited for me to make available material equipment and competent staff for the proposed activities:

a. the said activities involve risks that cannot be eliminated without destroying the unique character of such activities and that may cause light, serious or fatal bodily injuries, or diseases, or in extreme cases, permanent disability, paralysis or loss of human life or else, loss or material damage (herein referred to as "Risks");

b. the so-called Risks may be the result of my own actions or omissions, the action or omission of another participant to the proposed activities, that of the conditions in which the proposed activities take place, or of accidents caused by the non-disclosure of medical information or accidents due to negligence. Such Risks may also lead to damages and costs to third parties due to my conduct or involvement to the activities of Ferney Trail Ltd and CIEL Limited, for which I may be held responsible;

c. there may be other unpredictable Risks to date, and I assume full responsibility for any injury, loss, damage and cost caused by the so-called Risks. I furthermore agree to free Ferney Trail Ltd and CIEL Limited from any liability in case such risks are realised. I also understand that Ferney Trail Ltd and CIEL Limited believe that it is important to warn me against the risks inherent to the activities to which I have decided to participate.

(3) Considering the services proposed by Ferney Trail Ltd and CIEL Limited, its representatives, directors, shareholders, employees, managers, members, subcontractors and any other affiliated person or entity, I accept and abide by the following:

- a. I agree to read and comply with the regulations of the proposed activities;
- b. I pledge to read the layout of the proposed trail activities that will have been submitted to me beforehand by Ferney Trail Ltd and CIEL Limited;
- c. I agree to assume responsibility for the risks inherent to the activities to which I have decided to participate;
- d. I confirm that I will not be under the influence of alcohol, drug (s) or any performance-enhancing drug whatsoever;
- e. I confirm that my participation to the activities proposed by Ferney Trail Ltd and CIEL Limited is fully intentional and that I freely chose to take part thereto with full knowledge of the facts;
- f. I agree to free Ferney Trail Ltd and CIEL Limited, as well as their representatives, directors, shareholders, employees, managers, members, subcontractors, sponsors, advertising agents and any other affiliated person or entity, or volunteer, from any liability, claim, compensation claim or lawsuit whatsoever, either made by me or by my assignees, after my participation to the proposed activities;
- g. I grant to Ferney Trail Ltd and CIEL Limited my permission to use, reproduce and distribute photographs, films, tapes and recordings of me/my likeness for advertising and marketing purposes.

(4) I am aware that my enrollment to the activities proposed on this Web Site implies my acceptance of these terms without any reserve whatsoever with regards to the present conditions and I therefore commit in my name as well as in that of my assignees not to prosecute Ferney Trail Ltd and CIEL Limited for any corporal injury, material loss or damage, loss of life, in any legal aspect whatsoever, except for gross negligence by Ferney Trail Ltd and CIEL Limited.

I declare having read and got acquainted with the terms of this Exemption of Responsibility Agreement and am fully aware (e) that such agreement hereby represents a waiver of my rights as above-mentioned and that, in the event of invalidity of any clause of such agreement, the remaining part thereof shall keep its binding force.

This document will be governed by the Law of Mauritius and submitted to the jurisdiction of the courts of Mauritius.